

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
AUTOMATED RECRUITMENT AND SELECTION SYSTEM
ISSUED BY GOVERNMENT SUPPORT SERVICES
CONTRACT NUMBER GSS15632A-RECRUIT**

I. Overview

The State of Delaware Department of Government Support Services seeks professional services to obtain an Application Service Provider (ASP) to provide, host, maintain and support a state of the art, web based, integrated recruitment and selection system to meet the recruitment and selection requirements of 1) State of Delaware merit system agencies and 2) State of Delaware non-merit system agencies. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: August 26, 2015
Deadline for Questions	Date: September 9, 2015
Response to Questions Posted by:	Date: September 23, 2015
Deadline for Receipt of Proposals (Time)	Date: October 7, 2015 at 1:00 PM (Local Time)
Oral Presentations (if required)	TBD
Estimated Notification of Award	Date: January 7, 2016

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

A. OVERVIEW

The vendor(s) shall provide all equipment, materials and labor to meet the State of Delaware's needs and requirements for **AUTOMATED RECRUITMENT AND SELECTION SYSTEM**, as described herein. The contract will require the vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

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The State envisions a Software-as-a-Service (SaaS) solution, although other approaches will be considered. With the anticipation that the contract will be used by an expanded base of agencies during the contract term, the State envisions an environment that allows for tiered licensing costs to the State.

B. BACKGROUND

1. The State of Delaware has 14 large agencies along with 17 smaller agencies that currently use the Delaware Employment Link (<http://www.delawarestatejobs.com/>). The State of Delaware has approximately 15,000 merit positions, about 10% of which are hiring managers. The State receives approximately 75,000 job applications per year for approximately 2300 job postings and has over 400 unique position locations through the Delaware Employment Link.
2. Usage statistics show approximately 1.5m to 2m hits per month with approximately 4,500 completed / submitted applications per month

Currently, the Delaware Employment Link is administered centrally by Office of Management and Budget, Human Resources Management (OMB/HRM) which is tasked with assuring compliance with all laws, rules, regulations, policies and procedures governing positions, classification, compensation, recruitment, posting vacancies, screening and ranking applicants, applicant notification of application results, and hiring applicants. There are approximately 40 HRM staff members utilizing the system.

3. Historically, recruitment and selection primarily for merit system jobs in the State has been a marriage of both centralized and decentralized processes. OMB/HRM is a central executive Human Resource (HR) Office which has been responsible for administering the Recruitment and Selection system as well as overseeing and enforcing the Merit Rules and principles of personnel administration. OMB/HRM provides recruitment and selection services to agencies without an HR staff as well as oversees and provides guidance to other agencies in their recruitment and selection activities.
4. Delaware maintains over 1500 class specifications in the Delaware Employment Link (DEL) recruitment system. DEL serves as a database for position classification information and provides the ability to make public on our website the alphabetical class specification listings, occupational groupings and career ladder information. DEL interfaces nightly with the State's ERP system. The ERP system houses budget position data (i.e.; standard hours, salary administration plans, job codes, job titles, FLSA, FTE's, pay grades). The nightly interface maintains the integrity of the information by auto populating the data from ERP system into DEL requisitions, job postings etc. With the class specifications being housed in the recruitment system, when updates are made to the class specifications, these auto populate the postings to maintain the most up to date and accurate information.
5. DEL is also a database for screening and ranking questions, exam questions, standardized posting language, job postings, applications, notices, eligibility lists, and referral lists. OMB/HRM establishes and maintains the job requirements, screening and ranking of Training and Experience (T & E) devices and the associated scoring schemes for each classification. For those classes using a T & E for ranking, applicants respond to questions for that classification on a supplemental questionnaire. The system screens for meeting job requirements and ranks applicants based on score. Agencies do a quality control review to

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evaluate the applications and supplemental questionnaires to ensure the applicants meet the job requirements and are ranked appropriately. Applications for classes without a T & E ranking device in the system are evaluated and scored manually and the score is added to the applicant record manually in the system.

6. Currently OMB/HRM reviews agency position fulfillment requisitions and posts all job vacancies for merit system vacancies on the OMB/HRM website <http://www.delawarestatejobs.com>. All State merit system agencies recruit, evaluate applications and issue referral lists. Referral lists are generated from the eligibility list. If there are 30 or less qualified applicants, all qualified applicants are placed on the referral list in alphabetical order. If there are more than 30 qualified applicants on the eligibility list, the referral list contains the top 30 qualified candidates plus ties based on scores from the rating of training and experience or a written exam. Special rules allow transfers, demotions, reinstatements and Selective Placement Candidates and casual/seasonal employees to be additional names on the referral list. A password protected referral list is then sent to the hiring manager and the hiring manager conducts the interview process. Once the candidate accepts employment, the hired candidate is then entered into the DEL system and the Statewide Payroll and Human Resource System (PeopleSoft HCM v8.9). All related communications with applicants (using standardized notices); applicant tracking and reporting is done by the recruiting agency using the DEL system.
7. We currently have "Special Appointments" such as Selective Placement, Return from Disability, and Direct Hires that are able to apply for job classes even when there is not an open posting. This allows the agency to view the applications and hire directly without competition when applicable.
8. We currently have approximately 100 licenses to accommodate our HR professionals (70 de-centralized HR professionals and 30 centralized HR professionals). The system is (and must continue to be) compatible with multiple internet browsers such as Internet Explorer, Firefox, and Safari and stay compatible with all latest versions. The e-mail system for the State is Microsoft Outlook. The web content is (and must continue to be) accessible to people with disabilities.
9. Currently OMB/HRM is responsible for centrally managing online test administration. Tests are scheduled and applicants are proctored into the system to take the test online. Tests are scored by the system, the score is attached to the applicant ID and the recruiting agency notifies the applicant of test score. Tests that are taken manually use a scanner for scoring and transfer applicant scores into the system. OMB/HRM processes all of the applications online through each phase of the test administration and scoring in the system. OMB/HRM is responsible for test development and maintenance, establishing scoring schemes, determining passing score and conducts item analysis of written tests, item by item and in aggregate.
10. It is expected that the solution resultant of this procurement will accommodate non-merit agencies that have slightly expanded or differing needs than those communicated above.
 - a. In anticipated that the inclusion of the needs of Delaware State Police (DSP) will result in additional application volumes of 3000 annually and the need for an additional 50 licenses to accommodate DSP HR professionals.

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C. STATEMENT OF NEEDS – OVERVIEW OF CORE REQUIREMENTS

1. The proposed solution must first and foremost meet the recruitment and selection requirements applicable to merit system agencies (those agencies for which the recruitment process is administered by OMB / HRM).
2. It is expected that the proposed solution be additionally capable of meeting the recruitment and selection requirements of Delaware State Police (DSP). It is additionally desired that the proposed solution be capable of meeting the recruitment and selection requirements of the Delaware Department of Education (DDOE).
3. The proposed solution must:
 - a. Maintain and manage classification data and the associated pay grades and salary ranges.
 - b. Support web based recruitment and selection administration, including all activities involved in processing job applications, screening and ranking applicants, (e.g., hiring request, job postings, evaluating applications, producing candidate referral lists and notifying applicants of status),and recording and tracking information.
 - c. Provide online test administration (testing, scoring, reporting, analysis, etc.).
 - d. Provide for the ability to develop ad hoc reporting with a minimal time investiture requirement.
 - e. Provide access to a common database for all employment and selection activities and data as determined by security.
 - f. Enable human resource representatives to electronically initiate the full range of recruitment actions and process these actions for the appropriate individual's review and approval.
 - g. Provide a user-friendly, web based 24/7 system that facilitates applying for a State job.
 - h. Maintain consistency in the recruitment and screening process by standardizing forms, posting information, job requirements and rating criteria.
 - i. Enable the State to comply with Federal and State statutory and regulatory requirements when processing recruitment and selection transactions.
 - j. Maintain historical documentation on the recruitment and selection process in a manner that provides a complete audit trail of all records.
 - k. Manage security access to records.
 - l. Provide information through user friendly reporting that will enable agencies to manage recruitment and identify staffing and diversity needs.
 - m. Maintain and integrate the current database of records into the awarded system.
 - n. Provide state-of-the-art cyber security.

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- o. Be capable of interfacing with PeopleSoft HCM v8.9 or subsequent releases.
- p. Be scalable beyond the current statistics of 2m hits per month with 4,500 completed applications and utilized by 40 HRM staff.

4. Customer Service and Support

- a. The selected vendor must:
 - i. Provide live help desk support at a minimum of 9:00 a.m. to 9:00 p.m. EST / EDT Mon-Fri except holidays via a toll free number
 - ii. Provide emergency support 24 hours / 7 days, 365 days per year via a toll free number

5. Incident Management

- a. The selected vendor must provide incident management for the following incident levels:
 - i. Critical issues (defined as resulting in complete service disruption or a compromise of the system and/or web pages)
 - 1. Vendor will provide initial assessment within 15 minutes
 - 2. Vendor will provide assessment updates every two (2) hours until the issue is resolved
 - ii. Important issues (defined as lack of specific functionality or a service interruption to subset of users or single user)
 - 1. Vendor will provide initial assessment within one (1) hour
 - 2. Vendor will provide assessment updates every four (4) hours until the issue is resolved
 - iii. Non-critical issues (defined as not resulting in service interruption to any one or more users and not compromising the system and / or web page)
 - 1. Vendor will provide an initial assessment within twenty-four (24) hours
 - 2. Vendor will provide assessment updates as mutually agreeable to parties of the contract.
- b. For all incidents / issues the selected vendor will log the issue and provide the State with a log / incident number

6. DATA CONVERSION and SETUP IMPLEMENTATION:

- a. The selected vendor is responsible to provide a seamless data conversion of all current and past data to similar or like fields with minimal or no interruption for applicants and hiring agencies. Conversion must maintain the links of all data (for example: posting recruitment numbers are linked to postings, applicants, requisitions and

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referral lists). Data integrity must be maintained throughout the conversion.

Data conversion will take no longer than 90 days from the date of receipt of data from current vendor

The vendor must provide a detailed implementation plan for setup, data conversion and implementation, based on the approach, methodology and tools used successfully by the vendor in previous engagements of similar nature and scope. The selected vendor will be responsible for meeting identified milestones and timelines. The selected vendor will be responsible for identifying solutions to any critical issues that may arise during data conversion, setup and implementation. The selected vendor will be responsible for meeting all requirements of the finalized project plan within the contractual pricing structure.

7. END OF CONTRACT TRANSITION

- a. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of the contract, whichever comes first. The awarded vendor shall, within thirty (30) days of notification by the State, provide the data mapping requirements allowing for transition of the contracted service to another provider.

8. IMPLEMENTATION TIMELINE

- a. It is the responsibility of the selected vendor to:
 - i. Finalize a mutually agreeable implementation project plan within 30 days of the effective date of the contract.
 - ii. Establish and ensure successful functioning of all system components within 4 months of the effective date of the contract.
 1. The State will hold final determination of successful functioning

9. MILESTONES

- a. Where it is reasonable to do so, the selected vendor may work on multiple milestones simultaneously, but the State will approve, and release payment for, milestones in consecutive order.

Milestone	Comments
Planning and Design	Mutually agreeable project plan must be established within 30 days of the effective date of the contract

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Data Conversion	Must be completed within 90 days from the date of receipt of data from the current vendor
Execution and Build	Must be accomplished in a period of time that provides compliance with timing for user acceptance
Implementation and User Acceptance	Establish and ensure successful functioning of all system components within 4 months of the effective date of the contract
Training	Training must be ready for roll out immediately following Implementation and User Acceptance
Closeout and Final User Acceptance	Final user acceptance will be at the State's discretion but not unreasonably delayed

10. Guarantee of Operational Access

- a. Subsequent to final user acceptance the selected vendor must guarantee operational access as follows:

Classification	Requirement
System Maintenance	<ol style="list-style-type: none"> 1. Must provide 2 weeks advance notice of planned maintenance or upgrade that will result in downtime. 2. Downtime must correlate to off-peak, slowest usage times as supported by statistical analysis 3. Explanation of the requirement for downtime must be provided
Customer Service and Support	<ol style="list-style-type: none"> 1. Live help desk support at a minimum of 9:00 a.m. to 9:00 p.m. EST / EDT Mon-Fri excluding national holidays 2. Provide 24 hour / 7days a week, 365 days a year emergency support via a toll free number
Incident Management	<ol style="list-style-type: none"> 1. Upon notification by the State of an issue, provide an initial

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	<p>assessment with 15 minutes to 24 hours dependent of level of criticality as defined in RFP Section II.C.5</p> <p>2. Provide periodic assessment updates ever 2 to 24 hours dependent of level of criticality as defined in RFP Section II.C.5 until the issue is resolved</p>
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- b. Should the vendor fail to comply with any of the operational access requirements at any point in the contract term, the State may, with appropriate supporting documentation, penalize the vendor in the amount of:
 - i. 2% of the vendor's annual administrative fees or;
 - ii. 2% of the annual licensing fees or;
 - iii. 2% on an annual pro-rated licensing fees where such fees are applicable to a period greater than one yeardependent on the cost structure of the final contract.
- c. A penalty may be assigned for each appropriately documented failure to comply with operational access requirements.
- d. The State reserves the right to deduct penalties from an open invoice(s).

D. DETAILED REQUIREMENTS

- 1. Detailed requirements for merit system recruitment and selection are provided in Appendices B, H1, H2, H3, H4, H5, and H6.
- 2. Detailed requirements for non-merit system recruitment and selection are provided in Appendices C, C1 and D. Additionally non-merit requirements may include part or all of Appendices H1, H2, H3, H4, H5 and H6.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

- 1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

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Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance) and **Appendix I**.
5. Provide response to Employing Delawareans Report (Attachment 9)
6. See Appendix A for additional information regarding minimum requirements.

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise in automated recruitment and selections systems
3. Capacity to meet requirements (size, financial condition, etc.)
4. Demonstrated ability
5. Familiarity with public sector and its requirements
6. Distribution of work to individuals and firms or economic considerations
7. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

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MARIA FRY
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
Maria.fry@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with two (2) paper copies and one (1) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on October 7, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**MARIA FRY
GOVERNMENT SUPPORT SERVICES
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS15632A-RECRUIT” on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

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5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the initial term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as

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confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be

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the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **September 9, 2015**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **September 23, 2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

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The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has

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been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* [§6986](#). Such selection will be based on the following criteria:
 - Any one qualified offeror's ability to meet the requirements of merit and non-merit system agencies.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Evaluation Criteria	Related Appendix / Attachment (Provided as a guideline and not meant to be all-inclusive. The offeror is responsible for thoroughly reviewing all content of the RFP)	Maximum Score
Offeror's communicated ability to meet Level 1 functional requirements through the current version of the proposed solution with 20% or less customization / third party participation	Appendices B, C, D, H1	60
Offeror's communicated methodology and ability to provide a reliable state of the art solution that conforms to the State of Delaware's technical and security data standards.	Appendices B, H2	30
Offeror's communicated methodology and ability to	Appendices B, H3	15

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provide 24/7 system support		
Offeror's communicated training methodology and resources	Appendices B, H4	15
Offeror's communicated implementation methodology, plan, and aids.	Appendices B, H5	15
Offeror's corporate qualifications and expertise as they relate to this procurement.	Attachment 5	15
The extent to which offeror agrees to Delaware's basic contract terms and required provisions without seeking exceptions.	Attachment 3	25
The reasonableness of distribution of costs across milestones and the offeror's acceptance of the payment release schedule	Appendix K	25
The offeror's ability to meet the required implementation timeline	Item II.c.7	40
The degree to which the proposed solution accommodates ad-hoc reporting	Item II.c.3.d	10
The degree to which the solution is capable of accommodating usage volumes and provide for scalable expansion		25
The offeror's incident management capabilities	Item II.c.5	15
The offeror's ability to comply with operational access requirements	Item II.c.9	10
Proposed cost structure	Appendix K	60
Total Points		360

Evaluation Factors

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The Vendor's proposal must contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by OMB/HRM to be essential for use by the Evaluation Team in the proposal evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Vendor and to participate in the Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Evaluation Team. OMB/HRM reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Vendors. Vendors are to provide, in a timely manner, any and all information that OMB/HRM may deem necessary to make a decision.

Evaluation will be based upon, but not limited to, the quality and thoroughness of the Vendor's response to each evaluation factor listed below.

Scope of Services

a. System Meets Functional Requirements

The Vendor must complete the assessment in **Appendix H1** which includes both Level 1 (mandatory) and Level 2 (preferred) system functional requirements. The Vendor must include an explanation of how the system will meet OMB/HRM's requirements. The Vendor must also explain any issues that impact the ability to meet the system functional requirements.

The system that the Vendor is proposing must be able to meet all of the Level 1 system functional requirements. The Evaluation Team will favor systems that also meet the most Level 2 system functional requirements.

b. Vendor Response to Technical Infrastructure Questions.

The Vendor must answer all questions in **Appendix H2** and provide a diagram of the networking and server components (routers, IDS, firewalls, web servers, application servers, database servers, etc.) that will be used to provide the proposed services. The Vendor must provide evidence for the reliability and security of the infrastructure and the confidentiality and security of the data in accordance with generally accepted professional and technical standards and State standards, where applicable. The Evaluation Team will favor Vendors which provide compelling evidence for the reliability and security of state of the art infrastructure, system and system support.

c. Vendor History of Responsiveness to Customer Needs:

The Vendor must complete **Appendix H3**. In this appendix, the Vendor must detail experience in addressing the needs of its clients and plans for ongoing efforts to continue to meet the changing needs of its clients. The Vendor must provide an overview of its relationship with its customer base which includes but is not limited to interactions with customers/user groups, response to customer requests, past and planned releases and how releases are communicated to users. The Evaluation Team will favor Vendors with a proven history of responding to and working effectively with its customers.

d. Proposed Training

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The Vendor must complete **Appendix H4**. In this appendix, the Vendor must provide a proposal for configuration and setup training for the implementation team (approx. 10-15 central HR administrators). The Vendor must provide a proposal for training approx. 40 recruiters (HR system users which includes approx. 10 central HR administrators) in the use of the system. The Vendor proposal for this training must contain a training plan which includes an explanation of the training, training materials, timelines etc. The Vendor may propose options for how this training can be provided (e.g. train the trainer or train all users).

Vendors should also provide proposals for providing assistance to OMB/HRM for the training of new HR users over time, for the instruction of approx. 1500 hiring managers, if the proposed system includes hiring manager functionality, and for providing instructional/informational materials to job applicants.

To prepare for system implementation, a user manual and training must be provided for all system components. Additionally, train-the-trainer education is required to prepare for standardized quality training. All personnel who are identified as end users for the new system in all state organizations will be required to attend training. To reach this goal, the Vendor will be responsible for developing a comprehensive training plan. The plan will identify the training needs of system end-users; will organize the application processes into a course structure, including course selections; and will develop the training materials needed to deliver the course specifications.

The Evaluation Team will favor responses that address effective and reasonable options for training each type of user. Note: Training related costs are to be provided as part of the Cost Proposal and should not be included on this appendix.

e. Implementation Plan and Aids

The Vendor must complete **Appendix H5**. In this appendix, the Vendor must provide a detailed implementation plan for setup and implementation to include: tasks, milestones, needed resources and estimated timelines based on historical precedents. The Vendor must detail the nature and scope of direct implementation assistance to be provided by the Vendor and describe methodology and tools which the Vendor will provide to assist OMB/HRM with implementation. Vendors will be evaluated on the thoroughness of their proposed plans for setup and implementation.

Proposed Cost (Pricing)

OMB/HRM will consider pricing as part of the evaluation criteria. A contract will not necessarily be awarded to the lowest cost Vendor; however, pricing differentials between Vendors will be carefully examined. The evaluation of Cost Proposals will include, but not be limited to the following criteria which the Vendor must supply in **Appendix K**: economic feasibility and justification of all costs, licensing proposal consistent with the State's ability to use the system effectively and efficiently, thoroughness of pricing to include: licensing, training, maintenance, support, setup, implementation and any other related factors including optional tasks which could be needed to complete a successful implementation.

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Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Mandatory Contract Use

REF: Title 29, Chapter [6911\(d\)](#) Delaware Code. All Covered Agencies as defined in 29 Del. C. [§6902](#)(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. [§6904](#)(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state

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funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

3. General Information

- a. The term of the contract between the successful bidder and the State shall be for three (3) years with two (2) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

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By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

5. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

6. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

7. General Contract Terms

a. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency,

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partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

c. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**GOVERNMENT SUPPORT SERVICES
CONTRACT GSS15632A-RECRUIT
100 ENTERPRISE PLACE, SUITE 4
DOVER, DE 19904
MARIA FRY**

d. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in

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connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

e. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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Additionally the vendor shall at its own expense carry insurance minimum limits for:

b.	Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
7. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated on **APPENDIX I.**

f. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

g. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at

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its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones (see Appendix K). Payments for each milestone will be authorized upon the State's acceptance / approval of the specific milestone. Payments for each milestone will be released with a 15% holdback. The cumulative holdback monies will be released as follows:

- 1) 60% of the total holdback monies will be released following the State's acceptance of the final milestone.
- 2) 40% of the total holdback monies will be released following twelve (12) continuous months of the successful operation of the solution.

j. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Government Support Services.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing

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the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

I. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

m. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

n. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

o. Vendor Responsibility

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The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

p. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

q. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

r. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms

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and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

s. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

t. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

u. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

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v. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

w. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

x. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

y. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

z. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly

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engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS15632A-RECRUIT on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

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3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 - Confidentiality (Non-Discloser) and Integrity Data Agreement
- Appendix A - Minimum Response Requirements
- Appendix B - Scope of Work / Technical Requirements
- Appendix C - DSP Requirements
- Appendix C1 – Confidential Questionnaire
- Appendix D - DDOE Requirements
- Appendix E - Glossary of Terms
- Appendix F – Acceptable Use Policy
- Appendix G – Cloud and Offsite Hosting Policy
- Appendix H1 – Business Requirements
- Appendix H2 – Technical Infrastructure
- Appendix H3 – Vendor Responsiveness of Customer Needs
- Appendix H4 – Training Proposal Options
- Appendix H5 – Implementation Plan
- Appendix H6 – Reports
- Appendix I – Cyber Responsibilities, Liability and Insurance
- Appendix J – Sample Professional Services Agreement
- Appendix K - Cost Proposal

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 9, and 11 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to vendorusage@state.de.us. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. GSS15632A-RECRUIT

Contract Title: AUTOMATED
RECRUITMENT AND SELECTION SYSTEM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

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Attachment 2

CONTRACT NO.: GSS15632A-RECRUIT
CONTRACT TITLE: Automated Recruitment and Selection System
DEADLINE TO RESPOND: October 7, 2015 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Government Support Services

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 4

Contract No. GSS15632A-RECRUIT
Contract Title: Automated Recruitment and Selection System

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

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Attachment 5

Contract No. GSS15632A-RECRUIT
Contract Title: Automated Recruitment and Selection System

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. GSS15632A-RECRUIT	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div> 4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Attachment 7

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Ver. 2 8/19/14

See Below for Transaction Detail

Check here if there were no ☐
transactions for the reporting period

Report Start Date: _____
Report End Date: _____
Today's Date: _____

[illegible]

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

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Attachment 9

Contract No. GSS15632A-RECRUIT
Contract Title: Automated Recruitment and Selection System

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 11



State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor or Employee Signature _____

Date: _____

Contractor Name: _____

Rev. 1/19/2006

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APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation (See Appendix K).
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
11. One (1) Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement (See Attachment 11) – signed and dated.
12. One (1) Acceptable Use Policy (See Appendix F) – Signed and dated.
13. One (1) Cloud and Offsite Hosting Policy (See Appendix G) – signed and dated.
14. One (1) Vendor Responsiveness to Customer Needs (See Appendix H3) – respond to each question
15. One (1) Training Proposal Options form (See Appendix H4) – boxes are provided for up to two options. Vendor may clone boxes for additional options for training if needed.
16. One (1) Implementation Plan (See Appendix H5) – may include a separate file labeled Vendor Name_project plan.
17. One (1) Reports form (See Appendix H6) – total of 21 report responses.

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The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. One (1) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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**APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

I. Definitions / Acronyms

- a. **HRM** – Human Resource Management
- b. **DDOE** – Delaware Department of Education
- c. **DTI** – Department of Technology and Information
- d. **DSP** – Delaware State Police

II. Overview

The State of Delaware currently has a contracted solution for a fully integrated web based Automated Recruitment and Selection Services solution meeting the requirements of Office of Management and Budget / Human Resources Management (HRM). HRM has oversight of the job application and hiring process for merit agencies across the State.

The State seeks to bring a common automated recruitment system to both merit (HRM) and non-merit (currently DSP, DTI, and DDOE) State Agencies. The State envisions a Software-as-a-Service (SaaS) solution, although other approaches will be considered. With the anticipation that the contract will be used by an expanded base of agencies during the contract term, the State envisions an environment that allows for tiered licensing costs to the State.

In the event an offeror proposes a COTS solution, customization of the final product must be less than fifteen (15) percent.

HRM requirements are identified in this Appendix B. Requirements for non-merit agencies are identified in **Appendices C and D**.

While the State's primary interest is in obtaining a universal ERP solution capable of meeting the requirements for supporting the needs of HRM, DSP, DTI, and DDOE, the State will give consideration to proposals addressing only those requirements for HRM. Offerors may submit proposals encompassing only the requirements for HRM with additional options for DSP, DTI and DDOE requirements.

The vendor(s) shall provide all equipment, materials and labor to meet the State of Delaware's needs and requirements for **AUTOMATED RECRUITMENT AND SELECTION SYSTEM**, as described herein. The contract will require the vendor(s) to cooperate with the ordering agency(s) to insure the State receives the most current state-of-the-art material and/or services

Recruitment and Selection System The Vendor must provide a user friendly, web based system to meet the recruitment and selection business process requirements of the State merit system agencies to include, but not limited to the following mandatory functionality:

1. Maintain Setup and Configuration Information.
2. Manage and Maintain Classification Data (over 1500 classifications)
3. Manage and Maintain ERP system data file to include approximately 15000 Budget Position numbers with over 400 unique locations and the associated pay grades and salary data and work hours.
4. Provide a 24/7 web page for applicants containing:
 - a. Ability to view class specs, Occupational Groupings, Career Ladders, and pay table without required login

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- b. Listing of open jobs divided by job type (Sort by county, Location, A-Z, pay grade, class title, salary and agency)
 - c. Ability to post messages to applicants about important updates or information.
 - d. Ability to sign up for e-mail notification of new jobs
 - e. Ability to retrieve forgotten user ID and password
 - f. Ability to separate types of jobs (Open Competitive/Merit Only/In House/Casual Seasonal)
- 5. Process Job Applications with a variety of dispositions
 - 6. Automated Screening, Scoring, Ranking and Processing Applicants
 - 7. Provide applicant profiles to store and manage Veteran Points and Test Scores
 - 8. Generate email and hard-copy notifications to applicants.
 - 9. Manage Job Requisitions and Postings
 - 10. Capture and manage applicant information and communication with applicants
 - 11. Manage Referral Lists and be able to accommodate special rules (such as transfers, selective placement)
 - a. Be able to securely share referral lists with Hiring Managers and securely share with those who do not have access to administrative side of system.
 - b. Capable of creating multiple lists of applicants from one posting based on variables such as location and track each list separately.
 - 12. Manage ad hoc and standard reports to include EEO statistics.
 - 13. Provide a keyword and budget position number search capability for administrative users.
 - 14. System Audit Capabilities
 - 15. Capability to add and edit class specifications in desired format.
 - 16. Capability to auto-populate the postings from class spec information such as job requirements, essential functions, summary statement, etc.
 - 17. Capability for Administrative user to establish and modify screening and ranking questions, rating scales and scoring.
 - 18. Ability to create and manage job requirement pre-screening questions, position level questions, and/or class questions, and specialty questions.
 - 19. Ability to auto populate supplemental questionnaires with preset questions.
 - 20. Provide online testing for State of DE developed and administered exams.
 - 21. Automatically transfer test score to applicant profile.
 - 22. Ability to scan bubble tests manually if necessary and attach to applicant profile.
 - 23. Ability to get item analysis reports from tests.
 - 24. Ability to have a statistical component (statistical item analysis by recruitment, question and class).

OMB/HRM requires that the Vendor's proposed system currently be in use in a production environment and shall be the most current version generally available as of the date of initiation of services under the contract that results from this RFP. A proposal based on an unreleased or beta test system will not be acceptable.

III. File Transmission Requirements

- a. In accordance with the State's Department of Technology and Information (DTI) policy, all transmissions of interface/data files from the State's ERP system and/or other systems must be accomplished by using Secure File Transfer Protocol (SFTP). The SFTP software chosen must be at least 128-bit encryption and must be SSH2 compliant. Files pushed from the vendor to the DTI SFTP server and files pushed to the vendor must make use of SFTP. The selected Vendor must agree to the [DTI Secure Transfer Protocol](#) and sign the Acceptable Use Policy upon being awarded a contract. A copy of this form is provided in Appendix F.
- b. All extract files will be full data files and not change files. No data manipulation will be included in the ERP system extract file and no modifications to the State's ERP will be made to accommodate Vendor system requirements.

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IV. Web Pages

The Vendor's web pages must conform to State standards including:

- Conformance to level Double-A of the W3C [Web Content Accessibility Guidelines 1.0](http://www.w3.org/TR/2008/REC-WCAG20081117/), including all [Priority 1](#) and [Priority 2](#) checkpoints defined in the Guidelines along with compliance with the State's Web Presentation Guidelines: <http://gic.delaware.gov/WebPresentationGuidelines.pdf>
- Cross browser compatibility, including different browser versions
- No web based marketing may be placed on any system web pages.
- Access to webpages that contain confidential applicant data should be limited to computers connected to the State network. The IP addresses of the State's public facing proxy servers will be provided and the Vendor will need to be added them to their firewall.
- It is desired that all public facing webpages be responsive to multiple viewing ports (i.e. desktop, tablet, smartphone).

V. Setup and Implementation Plan

- a. The Vendor must provide a detailed implementation plan for setup and implementation, based on the approach, methodology and tools used successfully by the Vendor in previous engagements of a similar nature and scope. The selected Vendor will be responsible for identifying critical milestones and recommending solutions to any critical issues that may arise during setup and implementation. The selected Vendor will be responsible for working with OMB/HRM on the finalization and maintenance of the project plan and schedule within the project budget. The Vendor must be able to implement (not just coach) the proposed system for OMB/HRM within 4 (four) months of contract signing.
- b. The Vendor must be able to convert existing data from the existing JobAps software. Data shall be provided in the required format for conversion. Data conversion will take no longer than 90 days from the date of receipt of data from current vendor
- c. To prepare for system implementation, a user manual and training must be provided for all system components. Additionally, train-the-trainer education is required to prepare for standardized quality training. All personnel who are identified as end users for the new system in all state organizations will be required to attend training. To reach this goal, the Vendor will be responsible for developing a comprehensive training plan. The plan will identify the training needs of system end-users; will organize the application processes into a course structure, including course selections; and will develop the training materials needed to deliver the course specifications.

VI. Host, Support and Maintain System (Only Applies to Hosted Solutions)

The Vendor must securely host the system and reliably provide uninterrupted web access to the system and data. The Vendor must provide on-going support, maintenance and updates. OMB/HRM shall not be responsible for maintaining the infrastructure, database, system or support software tools required to provide the services covered by this agreement. The Vendor's responsibility includes but is not limited to:

- Security of data, including data transmission and storage
- Database security, including firewalls, operating system, anti-virus, user access and other security measures
- Protection of data confidentiality. In addition to protecting the data collected for the State, Vendors may not collect and/or transfer personal information about visitors to the State of Delaware pages.
- Reliability and security of Infrastructure, including infrastructure redundancy
- Physical location security
- Uninterrupted access to data and to the system and required services
- Documented disaster recovery plan
- 24/7, 365 days per year toll free system support for emergencies
- Toll free Help Desk staffed during regularly scheduled work hours

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- Website security including a response procedure in the event that the site needs to be modified and/or shut down under emergency circumstances (incorrect information posted, confidential information posted, hackers place inappropriate images on site etc.)
- Updating database and related software in accordance with vendor specifications and with applicable federal mandates.

VII. Training

- a. OMB/HRM is responsible for ensuring that all users are effectively instructed in the use of the system. This includes setup and configuration training for the implementation team, training in the use of the system for current and future central and agency recruiters (including detailed training manuals), and instruction for job applicants. The selected Vendor must provide configuration and setup training for the implementation team and system training. Vendor training for approx. 90 HR system users (Central HR, Agency HR and Administrators). The Vendor may propose options and associated costs for how this training can be provided (e.g. train the trainer or train all users). The Vendor must provide a training plan which includes an explanation of the training, training materials, timelines etc.
- b. The Vendor should also include information on training and/or instructional materials available for ongoing training for new users over time and for providing instruction/information materials.
- c. Vendor is required to complete Appendix H4 in reference to Training requirements.

VIII. Standard Practices

- a. With respect to work provided to or conducted for OMB/HRM by the Vendor, the Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to OMB/HRM. The Vendor shall follow practices consistent with generally accepted professional and technical standards. The Vendor shall be responsible for ensuring that all services, products and deliverables furnished for OMB/HRM are coordinated with OMB/HRM and are consistent with practices utilized by, or standards promulgated by the State's Department of Technology and Information (DTI). If any service, product or deliverable furnished by a Vendor does not conform to the State's standards or general practices, the Vendor shall, and at its expense, either (1) replace it with a conforming equivalent or (2) modify it to conform to the State's standards or practices.

IX. Uninterrupted Access to Data and Services (Only Applies to Hosted Solutions)

- a. The Vendor must provide the State with 24 hour, 7 days/week, 365 days/year uninterrupted access to the State's data and to the hosted system and services as provided for in this RFP.
- b. The Vendor must give notification at least two weeks in advance of any planned maintenance or upgrade that will result in downtime or unavailability of services and that notification will include an estimate of planned downtime and an explanation of the reason for the downtime or unavailability of services. Planned maintenance must be performed during the lowest peak periods as evidenced by website traffic statistics. The Vendor must provide on-line notification of planned downtime to system users, with information as to when services will be resumed. The Vendor shall endeavor to ensure that any disruption to system or services due to planned maintenance or upgrade work does not exceed a total of 24 hours in any calendar year and the State shall be entitled to a credit in the amount of .3% (.003) of the total annual license amount for each additional hour of service suspension for such work.
- c. OMB/HRM will notify the Vendor, by phone or by email, immediately or as soon as possible after becoming aware of any unavailability of services. The Vendor agrees that should unplanned downtime or unavailability of services occur, the Vendor will notify OMB/HRM by phone or by email within 30 minutes of becoming aware of the downtime or unavailability of services and that notification will include an estimate of time before services will be restored and an explanation of the reason for the downtime or unavailability of services.
- d. The Vendor shall be assessed a penalty in the amount of .3% (.003) of the total annual license amount for each 24 hour period or prorated part thereof for unplanned interruption to system and/or

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services. Penalty shall be assessed from the time of the initiation of the disruption until such time as OMB/HRM obtains delivery of all required services. Such penalty shall be deducted from any moneys then due, or to become due to the Vendor under the contract resulting from the proposal or if no moneys are due, the Vendor shall reimburse OMB/HRM for all assessed penalties.

- e. The Vendor shall not be assessed penalties for interruption of services due to causes beyond the reasonable control and without the fault or negligence of the Vendor.

X. Ownership of Data

- a. All data stored and/or collected by the Vendor or generated as a result of the original data:
- Remains the property of the State.
 - Must be safeguarded, protected and remain confidential. It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State. The Vendor's agreement shall not limit or modify liability for information security breaches. The duty to maintain security and confidentiality of information and data continues beyond the term of any contract resulting from this RFP or any terminations, extensions or renewals of it.
 - Must be returned to the State in electronic format of the State's choice at contract termination.
- b. Upon entering into a contract with OMB/HRM, the selected Vendor is required to agree to and sign the Contractor Confidentiality (Non-Disclosure) and Integrity of Data Agreement.

XI. Retention of Data

Applicant, application, requisition and posting records as well as EEO reports and lists of candidates generated for recruitment must be retained on-line for 3 years from the closing or canceling of that recruitment.

XII. System Upgrades

All system version upgrades shall be provided at no additional cost to the Agency for the term of the contract.

XIII. System Customization

It is OMB/HRM's intention to use the Vendor's system as delivered. However, in the event that during the course of the contract an agreement is made for any OMB/HRM specific customizations, the Vendor must:

- Work with OMB/HRM to define requirements.
- Perform unit, system, conversion and integration testing.
- Provide a test environment for user acceptance testing.
- Migrate customizations to future system upgrades/versions.

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**APPENDIX C
DELAWARE STATE POLICE (DSP) REQUIREMENTS**

Overview

1) Separate workflow

- a. The introduction of the Delaware State Police (DSP) need must be configured in a manner such that the workflow associated with job posting and subsequent actions for DSP positions will not directly impact the existing workflow for job postings managed by Office of Management and Budget / Human Resource Management (HRM).
 - i. DSP will have its own administrative users logons
 - ii. DSP will have its own system users / logons
 - iii. HRM will not “see” DSP applications and vice-versa
- b. DSP will require licenses to accommodate approximately 50 personnel, to include DSP HR personnel as well as DSP background investigators.
- c. The vendor must provide training for approximately 50 personnel in the use of the system. The vendor may propose options for how this training can be provided (e.g. train the trainer or train all users.) Note: Training related costs are to be provided as part of the Cost Proposal.

Delaware State Police Scope of Work

1) Pre-screen questionnaire required prior to allowing applicant to submit their application.

- a. This would consist of about 10 questions. If questions are successfully passed, access to application would be granted.
- b. Lockout from repeated attempts at accessing the pre-screening.
- c. This refers to a rejected pre-screened applicant trying to submit a new screening questionnaire with modified answers in an attempt to hit on the “right” answers that will allow him/her to move on to the application phase.

2) Applicant submits completed application and receives automated acknowledgment of receipt.

- a. Ability to save and return to application prior to submission.
- b. Manual review of application by DSP personnel to determine next step.

3) Applicant completes the Confidential Questionnaire (CQ)- ability to fill out background check online

- a. Includes numerous questions with free-form answer fields.
- b. Currently, DSP handles the background questionnaire in a paper format (47 page double sided booklet). DSP does desire to move in the direction of having candidates complete this questionnaire on-line.

**** Note: It would be a requirement for the CQ to include the capability for DSP reviewers to enter and save notes within the CQ. The system needs to be capable of automatic pre-screen or sorting into queues for review based on DSP specifications. The queue would occur based on the applicant response.**

- c. Receive notification from DSP personnel for acceptance/rejection.

4) Applicant receives e-mail from DSP with written/physical testing schedule allowing applicant to select from available days on the calendar.

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- 5) Results of physical testing #1 entered into applicant's record by DSP.
 - a. Running
 - b. Sit-ups
 - c. Push-ups
- 6) Applicant receives e-mail with oral board interview schedule allowing applicant to select from available days on the calendar.
- 7) Results of oral board interview entered into applicant's record by DSP.
- 8) All applicants are then 'banded' based upon their written test and oral board score and ranked in the automated recruitment and selection system.
 - a. The bands (which are letter grades; A, B, C, D, E) are generated based upon the overall score a candidate receives. There is no set numerical range that is specific to a band; the bands are generated using the standard deviation of all the scores and then the bands are set based upon that method. So, hypothetically speaking, in one hiring process "A" band could range from 92-100 and in another hiring process it could range from 95-100. It is dependent on the varying scores and the standard deviation of those scores.
- 9) Polygraph (pass / fail) entered into system.
 - a. Controlled access for viewing
 - b. Ability to create a polygraph review profile
- 10) Background Investigation.
 - a. Allow investigator to view only the applicant's background questionnaire.
 - b. Investigator posts results (requires comments field and import document capabilities).
- 11) Conditional offer of employment to recommended candidates.
- 12) Ability to create a background review profile.
- 13) If given a conditional employment offer, applicants are scheduled by DSP personnel for remaining physical, psychological and drug testing.
- 14) Candidates enter medical investigation phase.
 - a. Recording of test results to be HIPPA compliant.
- 15) Enter results of eye exam.
- 16) Enter results of physical examination.
- 17) Enter psychological screening results.
- 18) Enter drug screen results.

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19) Results of physical testing #2 entered into applicant's record.

- a. Running
- b. Sit-ups
- c. Push-ups

20) Final offers issued to successful candidates.

NOTE: All steps run in sequential order with the exception of steps 8 through 12, the eye exam, drug screening, psychological examination, physical fitness assessment and physicians screening run concurrently.

**APPENDIX C1
CONFIDENTIAL QUESTIONNAIRE**

Appendix C1 is a separate document that contains a sample of the confidential questions referenced in Appendix C. The appendix can be found at <http://bids.delaware.gov>.

APPENDIX D
DELAWARE DEPARTMENT OF EDUCATION (DDOE) REQUIREMENTS

I. Overview

The State of Delaware Department of Education, (DDOE) seeks assistance developing a statewide educator recruitment website and talent management portal to support the staff recruitment and selection efforts of all local education agencies (LEAs) in the State. DDOE seeks a vendor with the capability of building a centralized website and talent management portal that will increase the quantity and quality of applicants for the nearly 1,000 teaching vacancies, 60 administrator vacancies, and scores of other staff vacancies in the education sector throughout the state (from data reported annually by local districts and charter schools).

This initiative, a new vehicle for the state's talent recruitment efforts, was included as a required strategy in Delaware's 2010 Race to the Top (RTTT) application under Great Teachers and Leaders. All LEAs committed to utilizing the central website/portal for staff recruitment in the 2010-11 revisions of their local RTTT plans (under Objective 5) for 2011-2014. DDOE has established guidelines that govern LEAs required participation in this initiative, which includes the posting of all educator job opportunities on the statewide tool.

II. Scope of Services

A. Background

In July of 2009, President Barack Obama announced \$4.35 billion in competitive funds known as the Race to the Top Fund to spark transformational improvements to America's public schools. Among the 41 initial applications for funding, Delaware's plan for reform was selected as the best, and the State became one of just two first round winners.

Delaware is now implementing its four year plan to become the highest performing state education system in the country. The State will achieve rapid, significant gains in student achievement through the following overarching strategies:

- Set high standards for college- and career- readiness, and measure progress with high quality assessments and excellent data systems
- Recruit, retain, develop, and support great teachers and leaders who can help all students meet high standards
- Build core capabilities to promote great teaching and leadership
- Accelerate improvements in the State's high-need schools
- Increase state and local capacity to deliver against goals

Great Teachers and Leaders

As part of its RTTT application, Delaware committed to interconnected strategies that the DDOE believes will increase the supply and demand of effective educators. Key initiatives include:

- Provide high-quality pathways for aspiring teachers and leaders, including alternative route to certification
- Monitor, evaluate, identify and prepare to fill areas of shortage
- Increase the equitable distribution of teachers and principals
- Increase the number and percentage of effective teachers in hard to staff subjects with targeted preparation programs
- Provide incentives to retain effective teachers and principals

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- Improve the State's teaching and learning environments, including the marketing and recruitment tools and messaging to aspiring educators

B. Overview of services requested

DDOE is issuing this Request for Proposals for vendors to design, maintain and promote a centralized recruitment website and talent management portal for all Delaware local education agencies (LEAs) to recruit applicants for vacancies. The State plans to devote a portion of its financial allocation in its Race to the Top grant to support this portal through 2014, with the continued funding based upon the efficacy of the vendor in making this vehicle a premier tool that is widely-used throughout the state.

The desired service is further described below:

The State seeks a vendor to provide a well-designed, applicant-friendly state website and user-friendly, operationally sound web-based talent management portal that will enable DDOE and all Delaware districts and charter schools to post and monitor vacancies for all open positions in public education in the State (e.g. instructional and non-instructional). A critical element of the portal shall be its ability to provide real-time data on vacancies with the ability to filter through applicants for those vacancies. DDOE and the LEAs expect greater recruitment, selection, and candidate tracking functionalities than currently available.

In addition to enhancing the state's recruitment capabilities for local education agencies (LEAs), the portal will also provide a central web-based location for interested individuals to learn about and apply for open positions in public education throughout the state. DDOE envisions that one of the major benefits to both employers and perspective candidates will be the ability to use the technical capability to match qualified candidates to specific positions. Additionally, DDOE plans to work with LEAs to use real-time and longitudinal reports from the portal to improve forecasting and succession planning.

Given the centralized website and portal's importance to DDOE's overall Great Teachers and Leaders pillar, the DDOE will monitor the use and effectiveness of the portal closely, expecting real-time customer service from any selected partner. Additionally, DDOE anticipates needing additional/enhanced customer service during the first 8-12 months of this engagement, with significant time invested in customizing the statewide portal to the individual specifications of the state's LEAs (customizable application, e.g.)

Professional services providers applying for the RFP should therefore have a proven track record of conducting recruitment/marketing campaigns, designing websites for optimal marketing draw and user-friendliness, and in building the technical systems that constitute a high-functioning talent management portal. This should include both technical infrastructure and recruitment/marketing capabilities to prospective applicants, thereby increasing the quantity and quality of the overall pool.

Elements of this portal should include (but are not limited to):

- Secure identity-based access for DDOE leadership, LEA staff and prospective applicants
- Design, branding and marketing savvy that will draw candidates to the site and send key state messages (which should also include some type of active recruitment provided by the vendor)
- Common application capabilities with the versatility to customize applications for LEA needs
- Ability to activate and de-activate positions as they are open/filled, with the functionality to collect date in real-time
- Ability to activate and deactivate applicant profiles on the user and applicant side

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- Ability to interface with www.teach.gov and other related websites/web portals through sharing flat files of openings, etc.
- Ability to interface with other key sources of state data such as the state licensure and certification system (DEEDS)
- Capability to innovate in recruitment/selection practices by integrating additional candidate screening tools that can be managed at the state or local level. (should include the ability to narrow the applicant pool based upon applicant quality)
- Ability to provide additional customization to DDOE or the state's LEAs who may request additional capabilities beyond those supported by DDOE
- Ability to provide real-time and longitudinal data reports on talent management efforts (recruitment, selection, and hire data, notably)

DDOE is committed to providing and supporting a statewide recruitment website and talent management portal with the core features described above. Through RTTT, the DDOE has set the expectation that all LEAs post all vacancies on the statewide portal. LEAs may still engage with the selected vendor or other vendors to provide additional electronic recruitment services at cost to the LEA.

The following Appendices are included with this RFP and can be located at <http://bids.delaware.gov>:

- Appendix E - Glossary of Terms
- Appendix F – Acceptable Use Policy
- Appendix G – Cloud and Offsite Hosting Policy
- Appendix H1 – Business Requirements
- Appendix H2 – Technical Infrastructure
- Appendix H3 – Vendor Responsiveness of Customer Needs
- Appendix H4 – Training Proposal Options
- Appendix H5 – Implementation Plan
- Appendix H6 – Reports
- Appendix I – Cyber Responsibilities, Liability and Insurance
- Appendix J – Sample Professional Services Agreement
- Appendix K - Cost Proposal

**APPENDIX J
SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Appendix J is included with this RFP and provides bidders with an opportunity to review the Professional Services Agreement that will be executed between the awarded vendor(s) and the State.

Appendix J **should not** be included in a respondent's proposal.

Any Exceptions a respondent may have to Appendix J must be listed on Attachment 3 of the RFP. Attachment 3 must be included in the respondent's proposal. **Exceptions not listed on Attachment 3 will not be considered at any point in the evaluation or award process.**

**APPENDIX K
COST PROPOSAL**

Appendix K is a separate pricing spreadsheet to be included with the vendor's proposal submission. The document can be found at <http://bids.delaware.gov>.